

**Teton County Idaho Commissioners' Meeting Agenda**  
**Monday, January 26, 2015 - 9:00am**  
150 Courthouse Drive, Driggs, ID – 1<sup>st</sup> Floor Meeting Room

- 9:00 **Meeting Called to Order** – Bill Leake, Chair  
*Amendments to agenda if any*
- Board of Equalization** *if necessary*
- Teton Valley Health Care, Inc.** – Keith Gnagey, CEO  
1. Annual Financial Report – Traci Prenot, CFO
- 9:30 **Open Mic** – *if no speakers, we will go to next agenda items*
- 9:45 **Commissioners' Priorities Discussion**

**DEPARTMENT BUSINESS**

Public Works – Darryl Johnson

1. Solid Waste – Saul Varela, Supervisor
  - a. Waste Hauler Contract: Status & Path Forward
  - b. Landfill Cap Rehab: Status & Path Forward
2. Road & Bridge – Clay Smith, Supervisor
  - a. E5000S Design
  - b. Snow Fest Update – County Support

12:00 Centennial Lunch at Senior Center – Teton County is 100!

2:00 Rudd & Company – Brad Reed, FY 2014 Audit

- 3:00 Planning & Building – Jason Boal, PA
1. Short-Range Projects
    - a. Wells Fargo Property Donation – Tetonia, ID
  2. Mountain town Planning Training Session ( March 11-14)

Clerk – Mary Lou Hansen

1. Number of ballots to order for March 10 election
2. Designation of precinct polling places for 2015
3. Assessor's Request for Credit Card

**Administrative Business** *will be dealt with as time permits*

1. Approve Available Minutes
2. Other Business
  - a. Open Mic Guidelines
3. Committee Reports
4. Claims

**Executive Session per IC§67-2345 (1)(b) personnel**

**ADJOURN**

**Upcoming Meetings**

February 9 – 9:00 am Regular Meeting of the Board  
Feb. 11 – 10:00am IAC Webinar: Public Personnel Mgmt.  
February 23 – 9:00 am Regular Meeting of the Board



WK: 208-354-0245  
djohnson@co.teton.id.us

**Public Works Department  
MEMORANDUM**

150 Courthouse Drive  
Driggs, ID 83422

January 26, 2015

TO: Board of County Commissioners  
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS  
SUBJECT: Public Works Update

The following items are for your review and discussion at the January 26, 2015 meeting.

SOLID WASTE

Wood chipping completed 1/17/2015

Piles surveyed 1/20/2015

ROAD & BRIDGE

1. Gravel crushing at the Felt Pit completed
2. Fox Creek Bid Documents; The Fox Creek Reconstruction Project (E5000S) will be out for bid in the spring of 2015. The current bid documents do not include any existing condition details. The benefit to a more complete set of plans is better defined scope resulting in lower bid and construction costs.
  - Recent LIDAR (Light Detection and Ranging) data is available in this area. LIDAR is a form of aerial laser scanning that collects data for high resolution mapping. Obtaining the services of a surveyor to reduce LIDAR data and tie key points in the field would generate existing topographic mapping that could be incorporated into bid documents. It is recommended that the County obtain the services of a professional land surveyor for LIDAR data reduction and generation of base mapping to be used for preparation of bid documents. Recommended source of funding would be to use Fund 33 (Road Levy) Remaining Cash (i.e. money available not spent during FY 2014). Contract cost will be \$3,000.
  - Once LIDAR data is reduced, plans will need to be generated. It is recommended that the County obtain the services of an engineering firm to prepare the plan set at the direction of the Public Works Director and produce the detailed bid document deliverables. Recommended source of funding would be to use Fund 33 Remaining Cash. Contract cost will be \$9,800.

***ACTION ITEM No. 1 – Motion to approve \$3,000 contract with Pierson Land Works to generate base mapping along the E5000S (Fox Creek) project corridor. Funding provided by Fund 33 Remaining Cash, which will increase the Road Levy Engineering budget by \$3,000.***

***ACTION ITEM No. 2*** – Motion to approve \$9,800 contract with Arrowleaf Engineering for the production of design documents for the E5000S (Fox Creek) reconstruction project. Funding provided by Fund 33 Remaining Cash, which will increase the road Levy Engineering budget by \$9,800.

3. Grant Application Update

4. Landfill Cap Rehabilitation Update

- 1/14/2015 meeting with DEQ – Teton County, Forsgren Associates, Portage, & Reg Tech met with the Idaho DEQ to discuss the recently submitted Final Engineering Report and details of the landfill cap design. *See attached meeting minutes.*

5. Snow Hauling Update – *See attached draft invoice for summary of costs*

6. I would like to take Friday, February 13 off



po box 1143  
180 south willow street  
jackson, wyoming 83001  
tel 307.733.5429  
fax 307.733.9669

151 north ridge avenue  
suite 117  
idaho falls, idaho 83402  
tel 208.529.5429  
fax 307.733.9669

pierson land works LLC

## work order agreement

Teton County Engineering Department	14369.ID
client	project no.
Darryl Johnson	January 15, 2015
agent	date
150 Courthouse Way Driggs, ID 83422	djohnson@co.tetonid.us
billing address	email
E. 5000 S. Fox Creek Teton County, Idaho	208-354-0245
job address	phone number

- Pierson Land Works LLC (PLW) agrees to perform the following professional services for the above named client:
  - Surveying services as outlined on page 2, Scope of Services.
- Not to exceed \$3,000
- Services performed in addition to those estimated and described in this agreement, either requested by the client or necessitated by a change in requirements of any governmental agency, shall be paid as additional work on a time and materials basis.
- A retainer of \$ N/A shall be made upon execution of this Agreement; this amount shall be credited to the projects final invoice. The provisions set forth on pages two through six of this sheet are incorporated into and made a part of this agreement. There are no understandings or agreements except as expressly stated in this agreement.

\_\_\_\_\_  
Pierson Land Works LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client/Agent

\_\_\_\_\_  
Date

Pierson Land Works LLC, may withdraw this agreement if not accepted within three days  
(signature by fax or email same as original).

## Scope of Services

The scope is outlined as follows:

Not to exceed \$3,000.00

Process Lidar	\$500
High Quality Aerial Georeferenced in same datum as Lidar	\$700
Field verification of Lidar Data and State Plane Ties (breaklines in ditch and control)	\$1500
Field reductions	\$300

Deliverable for all of above: DTM in Stateplane Coordinates Idaho East, NAVD88, 2 foot contours,  
AutoCAD drawing with Teton County GIS parcel boundary

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Total – Not to Exceed \$3,000

Additional Provisions of Agreement

1. Client agrees to pay for time and materials according to Pierson Land Works LLC (hereinafter "PLW" or "Consultant") current schedule of rates which is attached hereto.
2. Client will be billed monthly, unless specified otherwise. Invoices are due upon receipt. A finance charge of 1.25% monthly (15 % APR) will be added to all outstanding balances after 30 days.
3. Client agrees that the periodic billings from PLW to client are correct, conclusive, and binding on client unless client, within twenty (20) days from the date of receipt of such billing, notifies PLW of alleged inaccuracies, discrepancies, or errors in billing.
4. Work may be suspended if payment falls more than 60 days past due, and lien may be filed on the property ninety (90) days after invoice date. Client agrees to pay all reasonable costs of collection and attorney's fees should collection become necessary.
5. This agreement shall be governed by and construed in accordance with the laws of the county in which the project is located. Client agrees that in the event litigation is instituted to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which the project is located; and client waives the right to bring, try, or remove such litigation to any other county or judicial district.
6. PLW shall not be responsible for delays in completing the work described herein which cannot reasonably be foreseen on the date of this agreement, or for delays which are caused by factors beyond its control or delays resulting from the action or inaction of any governmental agency.
7. The standard of care for all professional services performed or furnished by Consultant (PLW) under this agreement will be the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this agreement or otherwise, in connection with Consultant's services.
8. PLW makes no representations concerning estimates of areas. Estimates of areas are estimates only, and are not intended as accurate until the final map is certified.
9. Services performed in addition to those estimated and described in this agreement, either requested by the client or necessitated by a change in requirements of any governmental agency, shall be paid as additional work on a time and materials basis, unless otherwise estimated and specified by a written change order addendum to this agreement; and such services are subject to the remaining terms and conditions of this agreement.
10. The Client or PLW may terminate this agreement without cause by giving the other party ten (10) days written notice, in which case PLW shall be paid for services performed and reimbursable expenses to the date of termination of services.
11. PLW has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless PLW is responsible for such early

termination, client agrees to release PLW from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by PLW be suspended, abandoned, or terminated, client shall pay PLW for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there may be additional charges due to suspension of the services which shall be paid for by client as extra services.

12. If payment for services is to be made on behalf of client by a third-party lender, client agrees that PLW shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

13. If pursuant to this agreement, PLW produces plans, specifications, or other documents and/or performs field services and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, client shall be notified of such, and any additional office or field services thereby required shall be paid for by client as extra services.

15. PLW shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

16. All original documents, including drawings, specifications and supporting data prepared by PLW under this agreement are instruments of professional service with respect to the project, and PLW shall retain an ownership and property interest in the original documents therein, whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by client and others; however, such documents are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on other projects. Any reuse without the written authorization by PLW for the specific purpose intended will be at the Client's sole risk.

17. If PLW's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original (hard copy) and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.

18. CADD submittals to or on behalf of Client will be prepared using AutoCAD and shall be considered within the Scope of Services of the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.

19. Any use or reuse of original or altered CADD design materials by Client, agents of Client, or other parties without the prior review and written approval of PLW shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold PLW harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the client's unauthorized use, re-use, or modification of these materials.

20. PLW shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, safety precautions, acts or omissions of the contractors or any other persons performing construction, or for the failure of any of them to carry out the construction in accordance with the designs, specifications, plans or other information prepared by PLW

21. Client acknowledges that PLW is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

22. Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, inclusive of any contractual defense or indemnity obligations, of PLW and its principals, agents and consultants to Client of any third party, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Design Professional's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the amount of professional liability insurance available to PLW at the time of settlement or judgment.

23. PLW and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party.

24. In the event PLW's fee schedule changes due to any increase of costs and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall, upon agreement by client, be applied to all remaining compensation.

25. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of nature or parties other than PLW, the cost of re-staking shall be paid for by client as additional work on a time and materials basis, unless otherwise specified by written change order.

26. If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 26.1.

26.1 If the dispute is not settled pursuant to section 26, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request.



26.2 Unless otherwise agreed in writing, Pierson Land Works, LLC agrees to continue to perform its services during any dispute resolution proceedings. If Pierson Land Works, LLC continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

26.3 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim are parties to the same dispute resolution proceeding.

26.4 Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

26.5 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

27. In the event any provision of this agreement is found to be invalid and/or unenforceable, the remaining provisions of this agreement shall be valid and binding upon the parties hereto.

28. Client acknowledges and agrees that proper project maintenance is required after the project is complete. A lack of or improper maintenance in areas such as, but not limited to weed control, irrigation, mowing, pruning and removal of debris, backflow preventer annual inspection and maintenance, may result in damage to property or persons. Client further acknowledges and agrees that client is solely responsible for the results of any lack of or improper maintenance.

## SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2014

### OFFICE:

Principal	\$ 125.00/hr
Licensed Surveyor/ Sr. Project Manager	\$ 90.00-\$100.00/hr
Licensed Landscape Architect	\$ 95.00-125.00/hr
Project Manager / CADD Designer	\$ 65.00-125.00/hr
Surveying Aide/Administration	\$ 50.00-70.00/hr
Planner/Development Consultant	\$ 90.00-120.00/hr.
Expert Witness	\$ 300.00/hr

### SURVEY:

Survey Crew Chief	\$ 65.00-\$100.00/hr
Field Assistants	\$ 60.00- 70.00/hr

### REIMBURSABLE EXPENSES:

Fees paid on client's behalf	cost +12%	Stakes	\$ 0.35 ea.
Administrative Fee	0.5%	Lath	\$ 0.90 ea.
Copies (B&W)	\$ 0.15 ea	Spikes	\$ 0.35 ea.
Color copies (letter/legal)	\$ 1.00 ea.	Hubs	\$ 0.70 ea.
11x17 Color copy	\$ 2.00 ea.	Steel fence post	\$ 10.00 ea.
Large Format B&W	\$ 3.00 ea.	Rebar/Control Point	\$ 6.00 ea.
24x36 Color Map	\$ 25.00 ea.	PK nail	\$ 0.25 ea
36x72 Color Map	\$ 75.00 ea	Lot corner monuments	\$ 12.00 ea
24x36 B&W Map	\$ 12.00 ea	Aluminum cap monuments	\$ 40.00 ea.
Mylar (24 x 36)	\$ 40.00 ea.	Flagging	\$ 2.50/roll
24X36 Color Glossy	\$ 60.00 ea.	Marking paint	\$ 3.00/can
24X36 Color Satin	\$ 60.00 ea.	Four-wheel drive vehicle	\$ 0.75/mi
		Trimble GPS	\$ 75.00/hr.
		ATV	\$ 12.00/hr
		Trimble Total Station	\$ 75.00/hr.

Note: In the case of overtime labor (attributable to the Client's schedule) the rate charged will be one and one-half times the hourly rates shown and two times the hourly rates shown for Sundays and holidays. Requests for expedited services or products may be subject to additional fees in excess of overtime charges.

for expedited services or products may be subject to additional fees in excess of overtime charges.

**CHANGE ORDER**

Only to be signed if the original work outlined on page 1 has been revised and/or additional work is requested

PROJECT NO. \_\_\_\_\_

**STANDARD WORK ORDER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN PIERSON LAND WORKS LLC AND CLIENT/AGENT**

Project Name:

Project Location:

Pierson Land Works LLC and \_\_\_\_\_ "Client/Agent" are parties to an agreement dated \_\_\_\_\_ and wish to amend the agreement as follows:

A. Pierson Land Works LLC agrees to perform the following Additional Professional Services:

B. The compensation for said Addition Services shall be billed as time and materials.

Except as expressly amended or modified herein, the Agreement shall remain unmodified and in full force and effect.

\_\_\_\_\_  
Pierson Land Works LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client/Agent

\_\_\_\_\_  
Date

Pierson Land Works LLC, may withdraw this change order agreement if not accepted within three days.  
(Signature by fax or email same as original)

**AGREEMENT BETWEEN CLIENT AND ENGINEER**  
**FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, ("Effective Date") between Teton County, Idaho, ("Client") and Arrowleaf Engineering, P.C. ("Engineer"). Client's Project is generally identified as: Reconstruction of E5000S ("Project").

Client and Engineer agree as follows:

**Scope of Services**

Engineer shall provide, or cause to be provided, the following services:

Bid Plans and Bid Schedule for the reconstruction of E5000S from Highway 33 to S2000E. Deliverables shall include a cover sheet; a legend, notes and abbreviations sheet; plan and profile sheets; detail sheets; and a bid schedule with approximate quantities. The plan and profile sheets shall be at a scale of 1"=50' or 1"=60' and shall include limits of disturbance, centerline, edge of pavement, grading daylight line, ties to existing accesses along the roadway, basic signage, demo/remove/retain/protect project notes, known utilities, and topographic information. The detail sheets shall include all referenced standard details, 2-4 typical sections, stripping, 1000E intersection, and culverts.

Approximate start date: The Engineer shall begin work on the project upon receiving items 1-3 from the Client's responsibilities listed below and emailed notice to proceed from the Teton County Public Works Director, Darryl Johnson.

Approximate completion date: Engineer expects to submit final documents two months after the start date. If Client provides all necessary information and reviews in a timely fashion this timeline may be reduced.

**Exclusions:** Bid specifications, bid package, plan reproduction, project permits, construction observation, and contract administration are not included in the scope of services.

Any modification to the scope of services or schedule outlined above must be specified by a written Change Order addendum to this agreement.

**Client's Responsibilities**

Client shall furnish the following information to the Engineer:

1. Lidar base map with boundary information and aerial photography (prepared by Pierson Land Works, LLC)
2. Additional data concerning signage, culverts, mailboxes, and other existing features (collected by County staff)
3. Roadway design criteria

Engineer may rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Engineer. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **Engineering Fee and Invoices**

Engineer will provide, or cause to be provided, the services set forth herein for a fixed fee of **\$9,800.**

A retainer of \$0.00 shall be paid upon execution of this Agreement and will be applied to Engineer's final invoice on the Project after completion of the work. Client agrees and understands that Client is obligated to pay each invoice in full and that the retainer will only be applied to the final invoice on the project and does not create a credit or satisfy any obligation of Client on any other invoice.

Engineer shall prepare and submit invoices at the following project milestones:

- |  |         |
|--|---------|
| 1. Submittal of rough plan and profile for review          | \$4,375 |
| 2. Completion of final construction plans and bid schedule | \$5,425 |

Invoices are due and payable within 30 days of receipt.

### **Total Agreement**

This Agreement constitutes the entire agreement between Client and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a Change Order or other written addendum signed by the parties.

The provisions set forth on pages 3 through 4 of this document are incorporated into and made a part of this agreement.

**This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Arrowleaf Engineering, P.C.:**

**CLIENT:**

\_\_\_\_\_  
**By:** Sarah Johnston, PE

**Title:** Owner

**Address for Notices:**

55 South 5<sup>th</sup> East

Driggs, ID 83422

\_\_\_\_\_  
**By:**

**Title:**

**Address for Notices:**

## **ADDITIONAL PROVISIONS OF AGREEMENT**

1. Engineer shall begin rendering services as of the Effective Date of the Agreement and will carry out the contract services in an expeditious manner in accordance with the care and skill used by members of the profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with Engineer's services.
2. Either party may terminate this Agreement without cause by giving the other party 10 days written notice, in which case Client shall be liable for all charges incurred up to the date of termination. If Client terminates the project without cause before Engineer's work is completed, Client releases Engineer from any liability for the services performed.
3. Client agrees that invoices from Engineer are correct, conclusive, and binding on Client unless Client notifies Engineer of alleged inaccuracies, discrepancies, or errors within 20 days of the invoice date.
4. A finance charge of 2.5% per month, (30% APR), will be added to all outstanding balances after 30 days.
5. Work may be suspended if payment falls more than 60 days past due, and lien may be filed on the property 90 days after invoice date. Client agrees to pay all reasonable costs of collection and attorney fees should collection become necessary.
6. To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Engineers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project. Engineer's liability for any claims or losses related in any way to this Agreement or the work performed shall not exceed the total payment from Client to Engineer on the project.
7. Engineer shall not be liable for the performance of work by third parties, including construction means, methods, techniques, safety precautions, acts or omissions of the contractors or their agents or the agents of Client related to the work performed under this Agreement. Engineer shall not be responsible for any failure of any party to carry out construction in accordance with the designs, specifications, plans or other information prepared by Engineer.
8. Client may rely only on the final documents produced by Engineer and certified in writing to be the final documents on the project. Reliance on drafts, CADD models, partial documents, or modified copies of documents shall be at the sole risk of Client. Documents related to the work performed under this Agreement remain the property of Engineer. Client may use the documents for the purposes set forth in the scope of work and on the project and may make and retain copies of the documents. Such documents are not intended or represented to be suitable for reuse by the Client or anyone else on extensions of this project or on other projects. Any reuse without written authorization from Engineer is at Client's sole risk. Client agrees to defend, indemnify, and hold harmless Engineer from any claim by Client or a third party arising from reuse or distribution of final documents for purposes outside the scope of work as well as for use of CADD models, non-final documents, or modified documents.
9. Proper maintenance is required after Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client is solely responsible for the results of any lack of or improper maintenance.
10. In the event that any provision of this Agreement is found to be invalid and/or unenforceable, the remaining provisions of this agreement shall be valid and binding upon the parties hereto.

**CHANGE ORDER**

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Arrowleaf Engineering, P.C. ("Engineer") and \_\_\_\_\_ ("Client") are parties to an Agreement dated \_\_\_\_\_ and wish to amend the agreement as follows:

1. Engineer agrees to perform the following Additional Professional Services:
  
  
  
  
  
2. The change to the Project schedule resulting from said Additional Services shall be:
  
  
  
  
  
3. The compensation for said Additional Services shall be:

Except as expressly amended or modified herein, the Agreement shall remain unmodified and in full force and effect.

**Arrowleaf Engineering, P.C.:**

**CLIENT:**

\_\_\_\_\_  
By: Sarah Johnston, PE                      Date  
Title: Owner

\_\_\_\_\_  
By:    Date  
Title:



WK: 208-354-0245  
djohnson@co.teton.id.us

**Public Works Department  
MEMORANDUM**

150 Courthouse Drive  
Driggs, ID 83422

January 14, 2015

TO: File  
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS  
SUBJECT: Final Engineering Report Discussion with DEQ

In attendance: Teton Co, Forsgren, DEQ, Portage, RegTech (see sign in sheet)

The purpose of this meeting with the IDEQ was to deliver the Final Engineering Report: Teton County, Idaho Landfill ET Cap Rehabilitation, prepared by Forsgren, sealed by Kenvin Harris & dated 1/7/2015.

Introductions.

Forsgren provided an overview of the revised cap design;

- Strip & stockpile 6" of topsoil
- Strip, evaluate & stockpile usable 18" of existing cap material
- Re-shape cap to obtain slope requirements
- Replace 18" stockpiled cap material
- Install 12" felt pit material
- Replace topsoil to average depth of 6"
- Vegetate

Preliminary cost estimate for construction of the revised design is \$1.5M-\$1.75M (Forsgren).

DEQ was very receptive to the revised approach. The design approach was unanimously approved by DEQ. No resistance or concerns were discussed.

Design including the "drainage swale" was considered acceptable without issue/concern. It was agreed that the Post Closure Plan will need to include inspections specific to the swale condition and performance.

QA/QC program was discussed. DEQ cautioned that parties conducting the Quality Assurance be independent of the designer AND owner. QA/QC program(s) need to be performed by an independent, registered PE and must sign off on construction in closure documents. Discussion about Teton County providing QA brought up concerns about the arrangement not being independent. Portage is a possible candidate for performing the QA responsibilities. DEQ will look in to language regarding definition of "independent party".



Long term cap monitoring was then discussed. The current design includes continued well monitoring and an aggressive visual inspection plan of the landfill cap. The DEQ agreed the revised cap design was much more appealing but, despite the alleviated concerns involved with the initial design, they still insisted on some type of validation monitoring. Discussion ensued regarding value of lysimeter monitoring results and whether or not the requirement of validation monitoring was within the agencies authority to require. Options were offered and discussed. Ultimately, it was agreed that the DEQ would consider a plan that included the construction of multiple test caps comprised of various levels of material quality that could exist as a product of the design and construction. Three monitoring caps will be constructed on site with the following properties:

- Test Cap 1 – Best case material composition (i.e. 15% of 18", 15% Felt, uniform topsoil)

- Test Cap 2 – Design material composition (30% of 18", 15% of felt, good topsoil makeup)

- Test Cap 3 – Worst case material composition (30% of 18", 30% of Felt, marginal topsoil)

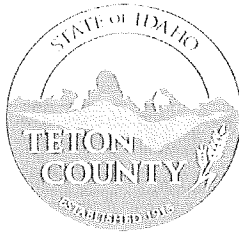
It was agreed by the DEQ that lysimeter data will not be a requirement of the cap closure plan.

It was agreed that the existing "leachate pipe" will be removed as a part of the rehabilitation design.

DEQ parties will compile and distribute a document summarizing their concerns and clarifying any discussion items they needed to follow up on.

It was agreed that the Engineering Report would not be revised. All concerns and changes to the Post Closure Plan will be addressed in the design package and/or in the Post Closure Monitoring Plan.

Teton County  
Road & Bridge Department



Date: 1/21/2015  
Invoice #: 2015 Snow/Ski  
Customer ID:

To: BOCC

Job		Payment Terms	Due Date	
		Due upon receipt		
Qty	Description	Unit Price	Line Total	
	Skijorn			
180.20	Diesel	3.38	\$	609.08
75.00	(5) Crew @ (15) hours each (1 loader, 4 trucks)	25.000	\$	1,875.00
3.00	(3) Crew @ (1) hour each (repair to truck bed and tail-light)	25.000	\$	75.00
	Snowscape			
27.10	Diesel	3.38	\$	91.60
3.00	(1) Blade (3) hrs	25.00	\$	75.00
8.00	(4) Trucks (2) hrs each	25.00	\$	200.00

Subtotal \$ 2,925.67  
Sales Tax  
Total \$ 2,925.67

Make all checks payable to Teton County Road & Bridge  
Thank you for your business!



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**FROM:** Planning Staff, Jason Boal  
**TO:** Board of County Commissioners  
**RE:** Planning & Building Department Update  
**DATE:** January 21, 2015  
**MEETING:** January 26, 2015

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**Long-Range Projects:**

- Revised timeline for Land Use Code Revisions (See attached memo & document)

**Short-Range Projects:**

- Wells Fargo Donation Property - 8635 W Ridge Rd Tetonia, ID 83452-
  - Matt Hail, Listing Agent- I spoke with the listing agent last week. He had the property listed at \$15,000. People looking at the property would lose interest when they find out a Certificate of Occupancy cannot be obtained for a structure built in the subdivision, until the water system is fixed. To fix the water system there needs to be at least one new well drilled that will meet Public Health's standards. Currently the subdivision is limited to 20 building permits, of which 6 are being utilized (14 available)
  - Brianna Snook, Wells Fargo- The property would be donated free and clear, and they pay closing cost and title insurance. Teton County could do whatever we wanted to do with the property. The only condition that is placed on the on the property is a request that we maintain the property. There is no conditions that it has to be used for affordable housing. They tend to be more lenient with counties & cities as fare as the restrictions placed on the property. They have tried to donate the property to other entities (neighbor, Habitat for Humanity, etc.) without any luck. As far as timing goes, the sooner the better on a decision, so they can explore other options.

**Training:**

- Mountain Town Planning Conference in McCall- March- 11-14 (Schedule attached)



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**FROM:** Planning Staff, Jason Boal  
**TO:** Board of County Commissioners  
**RE:** Zoning Code Update  
**DATE:** January 21, 2015  
**MEETING:** January 26, 2015

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Attached is a revised timeline for the whole Land Use Code update, along with a specific timeline for the revision of the draft code. I want to make sure that we are all on the same page with the process and what we are working on. Please keep in mind that the steps below highlight the procedures for producing a Draft. All of the provisions that are included in that Draft are still on the table. It is important to develop each piece individually, review them individually, and then examine and reevaluate everything as a whole. Once the draft is in place, it is easier to focus comments and revisions toward specific items, identify deficiencies, and add needed clarification to the process.

I also wanted clarify how this process started and some of the delays we have encountered. When I was hired in November 2013, I was instructed by the BoCC to “oversee” or ensure Teton County was working toward a new Land Use Code as outlined in the Comprehensive Plan. At this time, Mr. Loosli had been hired to assist in this process. The same week I started, Mr. Loosli delivered his draft and informed the BoCC he had no desire of making any additional modifications. In evaluating how to proceed in the development of a Land Use Code, I felt there was an opportunity to utilize Code Studio in the actual drafting of the “Code”. I devised a procedure (Teton County Land Use Code Revision –updated- 3-20-14) that would allow the PZC to work out the “policies” and general “procedures” and then pass that information to Code Studio to draft the Code. Code Studio agreed to the proposed timeline in February 2014. By April, Code Studio fell behind and devised a “Schedule for Key Deliverables”. July 2014, Code Studio once again revised the “Schedule for Key Deliverables”. In August, Code Studio confirmed they were on board and would keep on schedule. The next deliverable (County Zoning Districts) was due September 19<sup>th</sup>. It was not received until October 9<sup>th</sup>. The draft Districts we did receive had nothing to do with the character areas and instead were labeled as A-2.5 and A-20. Clearly not what we requested. Also, in October Code Studio also delivered a nearly complete draft to the cities.

The purpose for identifying this timeline is not to make excuses for falling behind, but to hopefully help you understand that PZC and staff have been hard at work trying to coordinate with an outside entity in our code writing efforts. It has become very clear that Code Studio’s contribution to the specific county code will be minimal. At this time, we are utilizing the Draft code they provided

the City of Driggs as an outline. They have also promised revised rural zoning designations that align with the previously established character areas. As the project was originally outlined, Code Studio was to draft portions of the code while coordinating with staff and PZC. With the lack of response and the desire to keep progressing towards a completed code, staff has taken on the majority of code revisions and drafting. This is a common practice and well within my defined responsibilities. I recognized early last year that this was likely to happen and asked the previous BoCC if I could hire additional staff. They were willing to provide me that help. With the addition of Kristin, I have been able to delegate most applications to her, along with several other long-term projects (property research and the complete subdivision list). This has allowed me to continue with the Floodplain reviews, Plat Amendments, Departmental Administration, representing the County on several “boards” and focusing on code development. This task has accounted for the majority of my time over the last year. As the administrator, I am regularly asked to take on additional projects, as well as regularly working with the public. I do feel that the process that has been laid out for the revision of the Draft Code is possible and probable with the continued help from PZC and coordination with the cities.

Having said that, I want to review and clarify the specific timeline for the Draft code procedure.

- October 2014: Code Studio delivered draft “Rural Zones”. PZC reviewed the zones and wanted to incorporate more of the character areas than standard A-2.5 & A-20 zoning. Also, at this time Code Studio delivered to Driggs & Victor a more complete “Draft” that included all the sections of the code. Recognizing that these sections would not be drastically different for the County, staff starting reviewing them and incorporating county “concepts” into the draft.
- November-Present: the revision of Code Studio’s draft has taken place. The review and revision consists of 4 main parts:
  1. Code Studio providing a complete draft. As of today, we are still missing the revised Rural Zones (Article 3). The model code (which was delivered on 1/20 from Code Studio) does include provisions for: Signs (Div. 11.3), Public Improvements (Article 12), and the Scenic Corridor (Div. 9.4).
  2. Staff Review. There is a need for staff to review the draft to ensure that the provided draft is in compliance with Idaho State Code, Teton County Comprehensive Plan, and the goals PZC established at the beginning of the code development process (see Findings Report 4-23-2014). Staff’s changes are intended to make sure the draft is closer to a working code than just an off the shelf model code. This review happens several times through the drafting process. It is not a once over and done review.
  3. PZC Review: Staff and PZC are going through line-by-line to identify points of confusion, points where further explanation is needed, and general edits. PZC is receiving the Articles beforehand and bringing questions and issues to the review. PZC has been meeting twice a month for 2 hours but has discussed lengthening their meeting to accommodate this review and timeline.
  4. City/County Review: One of the overall goals of this code writing process was to develop codes that are closely aligned between the cities and the county. This is beneficial in several ways: 1) we have similar procedures and zones when it comes to negotiating the Area of Impact, 2) it aids in identifying and adopting shared

policies (i.e. TDR or Workforce Housing Overlay) and 3) it provides continuity in definitions and zoning language. This review is ongoing with the three entities. Driggs has a very aggressive timeline for adopting the new code, and Victor is working on an approval timeline.



% Complete (beyond plan)

Actual (beyond plan)

Actual



nplete

Actual (beyond plan)

% Complete (beyond plan)

[illegible]

# Teton County Land Use Code

Period Highlight: 7

Plan Actual % Complete Actual (beyond plan) % Complete (beyond plan)

2014												2015																
Oc	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Me	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE
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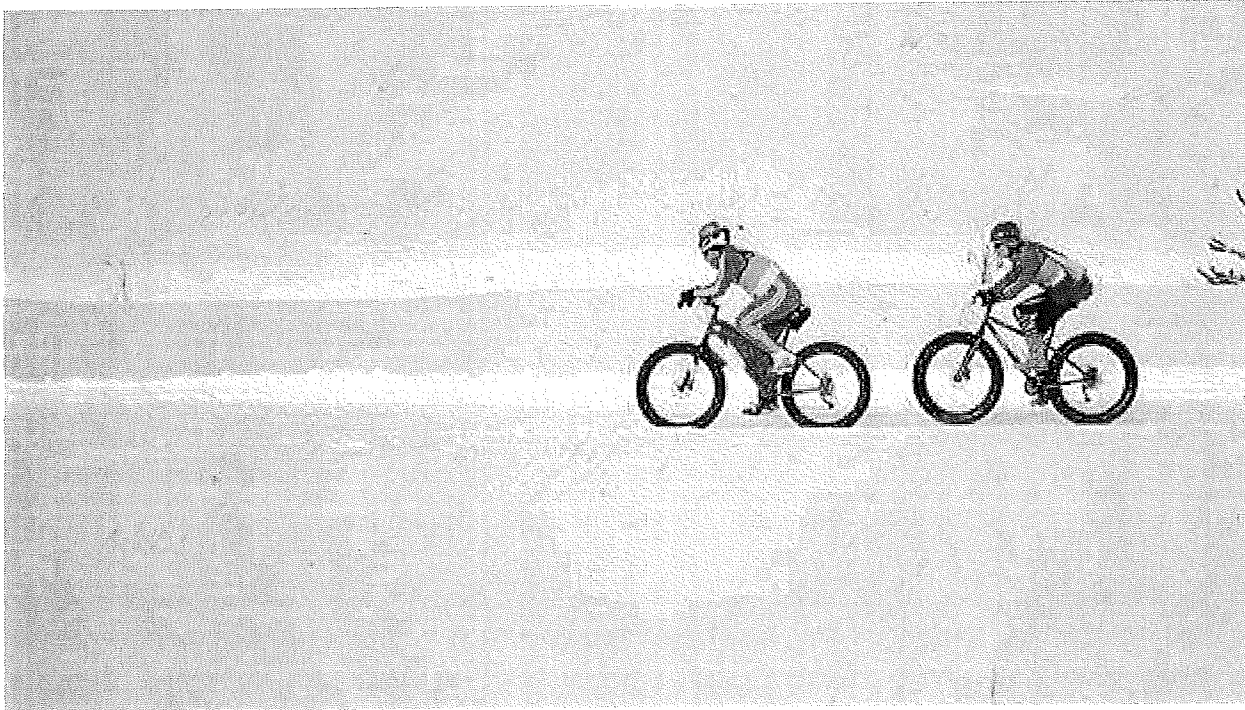
Article 1 General Provisions	8	1			50%
Article 2- Measurements & Exception	8	2			50%
Article 3- Rural Districts	8	8			0%
Article 4- Residential Districts	10	3			25%
Article 5- Mixed Use Districts	10	4			25%
Article 6- Industrial Districts	10	4			25%
Article 7- Civic/Open Space Districts	10	2			25%
Article 8- Building Types	10	1			25%
Article 9- Special Districts	10	5			50%
Article 10- Use Provisions	8	3			50%
Article 11- Site Development	8	1			50%
Article 12- Public Improvements	12	3			0%
Article 13- Administration	4	4	4	5	75%
Article 14- Definitions	13	2			50%

25% Code Studio Delivered  
25% Staff Reviewed  
25% Reviewed with cities  
25% Reviewed by PZC



# Mountain Town and Resort Planning Summit

McCall, Idaho



## Schedule

SHORE LODGE—McCALL, IDAHO  
**501 W. Lake Street**

**Wednesday, March 11, 2015**

**Arrival–6:00 pm** Exploring McCall (on your own)

**7:00 pm–9:00 pm** Welcome to McCall kickoff- drinks/ appetizers, Salmon River Brewery (411 Railroad Ave)

## Thursday, March 12, 2015

**8:00–9:00 am** Registration

**9:00–10:00 am** Keynote Speaker: *Smart Growth in the Mountains* presented by Geoffrey Anderson, President and CEO, Smart Growth America

**10:00–10:15 am** Overview of Roundtables: Land Use and Transportation, Housing, or Economic Development

**10:15–10:30 am** Morning Coffee/ Tea Break

**10:45 am–12:00 pm** Breakout Sessions

**12:00–1:00 pm** Networking Lunch (meal provided)

**1:00–2:30 pm** Roundtable Round 2: Land Use and Transportation, Housing, or Economic Development

**2:30–2:45 pm** Break

**2:45–3:30 pm** Roundtable Day One Report Out

**3:30 pm** Adjourn- Explore McCall

**6:30–8:30 pm** Town Discussion of *Smart Growth and Sustainability* (Open to the public)  
Presentations by Keynote Speakers Geoff Anderson and Auden Schendler

## Friday, March 13, 2015

**9:00–10:00 am** Keynote Speaker: *Great Hope/Great Fear – Meaningful Action on Climate Change*, presented by

Auden Schendler, Vice President, Aspen Skiing Company

**10:00–10:15 am** Overview of Roundtables: Resilience, Sustainability, or Leadership

**10:15–10:30 am** Break

**10:30 am–12:00 pm** Roundtable Round 3: Resilience, Sustainability, or Leadership

**12:00–1:00 pm** Networking Lunch (meal provided)

**1:00–2:30 pm** Roundtable Round 4: Resilience, Sustainability, or Leadership

**2:30–2:45 pm** Break

**2:45–3:30 pm** Roundtable Day Two Report Out

**3:30–4:00 pm** Next Steps/Next Year

**4:00 pm** Happy Hour to connect and share ideas (Shore Lodge)

## Saturday, March 14, 2015



## Credit Cards

Any Department Head or Elected Official wishing to obtain a county credit card must first obtain Board approval. Such approval requires a written memo explaining why a specific employee needs a credit card. The memo must be signed by the responsible Elected Official or Department Head and submitted to the County Clerk for presentation to the Board.

Every County credit card must contain the name of a specific employee, as well as the name of Teton County.

Credit cards are used to reduce purchasing costs for the county. However, the convenience they offer can result in impulse purchases or abusive practices. Inappropriate or improper use of a county credit card may result in losing the card and its privileges. Depending upon the severity of the improper use, the employee may be subject to disciplinary action. It is the duty of the responsible Elected Official, Department Head or appointed Board to approve all credit card usage and to insure that this policy is followed.

A county credit card should be used only if there is no other alternative. A business charge account should be established if recurring purchases are made with the same vendor.

The procedures listed below must be followed when using county credit cards:

- Purchases of personal items, even with the intention of reimbursing the County, is strictly prohibited (see Idaho Code 18-5701).
- Payment of sales tax is to be avoided unless there is no other option available.
- Original receipts must accompany all claims, and the purchases must be charged to the appropriate budget line item.
- A county credit card cannot be used to purchase gas for vehicles not owned by the county.
- The County will not pay annual fees, late fees, interest payments, or carrying charges for credit cards. If any such charges are incurred they must be paid by the responsible Elected Official or Department Head. Annual fees for a gas-only card may be approved by the Board if requested.
- If necessary, credit card statements may be processed as “demand” payments in order to prevent late fees and interest charges. The prompt submittal of a claim after receipt of a monthly credit card statement will generally result in a timely payment. Demand payments of credit card statements should be a rare occurrence.
- All applicable purchasing procedures must be followed.



**Bonnie Beard, Teton County Assessor**  
bbeard@co.teton.id.us

150 Courthouse Drive #212 Driggs, ID 83422  
208-354-3507 Telephone • 208-354-3508 Fax

Teton County Commissioners,

I am requesting to obtain a Credit Card for the Assessor's Office. I feel that this is Necessary for travel expenses, postage and ect.. Currently we are using a credit card issued to the Clerk which has at times been rejected because it only has Mary Lou Hansen on the card.

We have also had to share the same card among other county employee's and the card is often at use by someone else when needed.

Thank You for your consideration  
Bonnie Beard  
Teton County Assessor



**Teton County Clerk**

150 Courthouse Drive #208  
Driggs, Idaho 83422

January 15, 2015

TO: Commissioners  
FROM: Clerk  
SUBJECT: Number of Ballots to Order for March 10, 2015 Election

The School District has ordered a March 10 election seeking voter approval of a Supplemental Levy in the amount of \$3,100,000 per year for two years. Idaho Code 34-902 gives County Commissioners the responsibility to determine the number of ballots to order for election, and then the County Clerk is responsible for having the ballots printed. Ballots must be ordered by precinct number, so we always need a surplus to allow for both unexpectedly high voter turnout and for variation in voter turnout from one precinct to another.

Based on the statistics below, I recommend that the number of ballots ordered be equal to 50% of the number of voters registered as of January 15, 2015. A formal motion is needed.

Date of Election	# Registered at Cutoff	# of Election Day Registrants	Total Registered	TOTAL # of Ballots Cast	% of Registered Voters who Voted	# of Ballots Cast via Absentee Ballot	Absentee Ballots as % of Total Ballots Cast	Type of Election
May 2009			5,250	1,430	27%			\$2.6 million school supplemental
March 2011	5,281	61	5,342	1,520	28%	340	22%	\$2.6 million supplemental + \$400K plant facilities
March 2013	5,132	51	5,183	1,470	28%	300	20%	\$3.1 million school supplemental



208-354-8780  
FAX: 208-354-8410

**Teton County Clerk**

150 Courthouse Drive #208  
Driggs, Idaho 83422

January 15, 2015

TO: County Commissioners  
FROM: Mary Lou  
SUBJECT: **Designation of Precinct Polling Places for 2015**

Per Idaho Code 34-302\*, the Board of County Commissioners must designate suitable precinct polling places. As you know, the following criteria must be considered when selecting polling places:

- Convenient, warm, clean
- Appropriately sized
- Suitable parking
- Handicap accessible
- Available for all elections
- No conflicting activities on election dates

Very few public buildings in Teton County meet these criteria. Schools are not available due to concerns about student safety. Fortunately, the City of Driggs and LDS Church have agreed to allow use of their facilities.

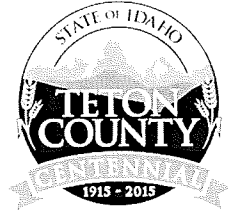
I recommend that you make a motion designating the following precinct polling places for use during 2015 elections:

- Precinct #1 Gymnasium at LDS Church, 6181 S. Main St., Teton
- Precinct #2 Commissioners Meeting Room at Courthouse, 150 Courthouse Drive, Driggs
- Precinct #3 Driggs City Center, 60 S. Main St., Driggs
- Precinct #4 Driggs City Center, 60 S. Main St., Driggs
- Precinct #5 Commissioners Meeting Room at Courthouse, 150 Courthouse Drive, Driggs
- Precinct #6 Gymnasium at LDS Church, 87 E. Center St., Victor
- Precinct #7 Gymnasium at LDS Church, 87 E. Center St., Victor
- Precinct #8 Clerk's Office at Courthouse, 150 Courthouse Drive, Driggs  
(Absentee)

One of the overall goals of election consolidation is to hold elections at the same time in the same place every year in order to make it easier for voters to participate. I'm hopeful and optimistic that these polling places will remain available in future years and will continue to meet the needs of the various precincts.

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\*IDAHO CODE 34-302. Designation of precinct polling places. The board shall, not less than thirty (30) days before any election, designate a suitable polling place for each election precinct. Insofar as possible, the board shall designate the same polling place for the general election which it designated for the primary election. The physical arrangements of the polling place shall be sufficient to guarantee all voters the right to cast a secret ballot. All polling places designated as provided herein, shall conform to the accessibility standards adopted by the secretary of state pursuant to the "Voting Accessibility for the Elderly and Handicapped Act," P.L. 98-435. The expense of providing such polling places shall be a public charge and paid out of the county treasury.



## **OPEN MIC & PUBLIC FORUM RULES FOR PARTICIPATION**

- **EACH SPEAKER WILL BE LIMITED TO 10 MINUTES**
- **THE BOARD MAY NOT HEAR OR TAKE TESTIMONY REGARDING ANY SITE SPECIFIC PLANNING & ZONING MATTER THAT IS BEFORE THE COUNTY OR IS KNOWN TO BE A LIKELY APPLICATION**
- **MATTERS THAT HAVE BEEN PREVIOUSLY HEARD AND DECIDED BY THE BOARD MAY BE DETERMINED TO BE NOT APPROPRIATE FOR THE PUBLIC COMMENT PERIOD**
- **CITIZENS MAY USE THIS TIME TO REQUEST THAT ITEMS BE PLACED ON FUTURE AGENDAS FOR FURTHER DISCUSSION**
- **THE BOARD CANNOT DISCUSS ISSUES REGARDING THE EVALUATION, DISMISSAL OR DISCIPLINE OF, OR TO HEAR COMPLAINTS OR CHARGES BROUGHT AGAINST COUNTY EMPLOYEES. THESE PERSONNEL MATTERS MUST BE DISCUSSED ONLY IN EXECUTIVE SESSION AND ARE NOT APPROPRIATE IN THE PUBLIC PORTION OF THE MEETING**